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JAMES BONINI  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO

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U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. DIV. COLUMBUS

NATIONWIDE INSURANCE COMPANY  
280 North High Street, Suite 810  
Columbus, Ohio 43215

and

SHARON LINDINGER  
13 Prospect Street  
Mechanicsburg, Ohio 43044

Plaintiffs,

vs.

UNITED STATES DEPARTMENT OF  
JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
550 Main Street, Room 9000  
Cincinnati, Ohio 45202

Defendant.

CASE NO.: **2 : 09 cv 1086**

JUDGE **JUDGE GRAHAM**

**MAGISTRATE JUDGE KING**  
COMPLAINT

**I. Parties**

1. Plaintiff Nationwide Insurance Company is an Ohio Corporation with its principal place of business located in Columbus, Ohio.

2. Plaintiff Sharon Lindinger is a private individual residing in Mechanicsburg, Ohio.

3. Defendant United States Department of Justice, a Department of the United States of America, as employer of Robert Moledor acting within the course and scope of his employment, is a proper party pursuant to 28 U.S.C. Section 2679 (b).

## **II. Jurisdiction and Venue**

4. Jurisdiction is proper in this Court under 28 U.S.C Section 1331 and 28 C.F.R. 14.9 (a) because this action arises under the laws of the United States. All prerequisites to this Court's jurisdiction including exhaustion of administrative remedies have been met.

5. Venue is proper in this Court as this cause of action arose within this Court's Federal Judicial District.

## **III. Statement of Claim**

6. At all times herein Nationwide Insurance Company was the insurer, assignee and subrogee of Plaintiff Sharon Lindinger.

7. On or about April 16, 2009, on Marconi Boulevard in the County of Franklin, State of Ohio, Robert G. Moledor negligently operated a motor vehicle in such a manner so as to damage Plaintiff Nationwide Insurance Company's insured's motor vehicle.

8. At all times material herein, Robert G. Moledor was an agent or employee of Defendant United States Department of Justice as employed by the Federal Bureau of Investigation and was acting in the course and scope of said agency or employment.

9. As a direct and proximate result of Robert G. Moledor's negligence, Plaintiff Nationwide's insured's motor vehicle was damaged in the total amount of \$1,796.01 which includes towing, storage and rental expenses where applicable and Plaintiff's insured's deductible expense.

10. Pursuant to a policy of insurance, Plaintiff Nationwide Insurance Company was required to pay and did pay to or on behalf of its insured the sum of \$1,457.22 and thereby became subrogated to that amount.

11. Plaintiff Sharon Lindinger sustained an unreimbursed loss in the amount of \$298.79.

12. Plaintiffs have satisfied all extrajudicial and administrative remedies and this claim has been denied. Please see attached Exhibit A.

**IV. Relief**

WHEREFORE, Plaintiffs demand judgment against Defendant United States Department of Justice, in the amount of \$1,796.01, plus whatever other relief to which they may be entitled, including the costs of this action and reasonable attorney's fees.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. C. Hunter', is written over a horizontal line.

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